

## The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; and AMAZON.COM SERVICES LLC, a Delaware limited liability corporation,

**Plaintiffs,**

JONATHAN G. MORTON, an individual;  
ASIN ENTERPRISE MANAGEMENT  
CONSULTING LTD. CO., a China corporation;  
SHENZHEN LUNA TECHNOLOGY CO.,  
LTD., a China corporation; HUANHUAN  
LIAO, an individual; CHENLIANG ZHONG,  
an individual; GUOLIANG ZHONG, an  
individual; and DOES 1-10.

## Defendants.

## I. INTRODUCTION AND RELIEF REQUESTED

Plaintiffs Amazon.com, Inc. and Amazon.com Services LLC (collectively, “Amazon”) move the Court for an order appointing an international process server for service on Defendant Jonathan G. Morton (“Morton”) pursuant to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“Hague Service Convention”), as required by Japan’s Central Authority.

Amazon filed the Complaint on September 16, 2024, and filed an Amended Complaint on November 14, 2024. Dkt. 1; Dkt. 5 (“FAC”). Amazon’s investigation has determined that

**AMAZON'S MOTION FOR ORDER APPOINTING  
INTERNATIONAL PROCESS SERVER - 1**  
(2:24-cv-01471-JLR)

Davis Wright Tremaine LLP  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104-1640  
206.622.3150 main • 206.757.7700 fax

1 Morton resides in Japan, and it has located a physical address in Japan for service. Japan is a  
 2 signatory to the Hague Service Convention, and Japan's Central Authority will only accept a  
 3 request for service under the Hague Service Convention if it is signed (1) by the forum court, or  
 4 an officer of the forum court; or (2) by an individual other than the forum court or an officer of  
 5 the forum court, if the individual has been given authority by the forum court as a competent  
 6 officer of the court for the purpose of requesting service in accordance with the Hague Service  
 7 Convention. Amazon requests that the Court appoint its foreign service agent—Celeste Ingalls,  
 8 Director of Operations of Crowe Foreign Services—as a competent officer under the jurisdiction  
 9 of this Court to forward to Japan's Central Authority the necessary documents to effect service  
 10 on Defendant Morton.

## II. BACKGROUND

12 This case involves Defendants' coordinated scheme to apply for and obtain fraudulent  
 13 trademark registrations from the United States Patent and Trademark Office ("USPTO"), and to  
 14 exploit those fake trademarks to improperly gain access to Amazon's Brand Registry program,  
 15 an intellectual property-protection service. FAC ¶ 1. After using fake trademarks to open Brand  
 16 Registry accounts, certain Defendants submitted false intellectual property infringement notices  
 17 to Amazon in an effort to fraudulently remove content and product listings of Amazon's selling  
 18 partners from the Amazon.com store (the "Amazon Store"). *Id.*

19 This deceptive scheme was facilitated by Morton, a U.S.-licensed attorney, and a Chinese  
 20 company, Defendant Asin Enterprise Management Consulting Ltd. Co. ("Asin Enterprise"). *Id.*  
 21 ¶ 2. Asin Enterprise's and Morton's collaboration was designed to circumvent the USPTO's  
 22 "U.S. counsel rule," which requires all foreign-domiciled trademark applicants to be represented  
 23 by an attorney who is licensed to practice law in the United States. *Id.* Morton allowed Asin  
 24 Enterprise to use his credentials to create the false appearance that the trademark applications  
 25 were being prepared, reviewed, and filed by a U.S.-licensed attorney. *Id.* In reality, the  
 26 applications contained false statements and fake specimens of use. *Id.* When the USPTO  
 27 discovered that Morton and Asin Enterprise filed thousands of fraudulent trademark applications,

1 the USPTO entered a sanctions order that temporarily suspended Morton from practicing before  
 2 the USPTO and issued a Show Cause Order against Asin Enterprise. *Id.* A subset of Morton’s  
 3 and Asin Enterprise’s clients were bad actors who used their Brand Registry accounts to submit  
 4 at least 5,400 fraudulent takedown notices in the Amazon Store to attack Amazon’s selling  
 5 partners in an effort to remove their listings from the Amazon Store. *Id.* ¶ 4. The FAC asserts  
 6 claims against Morton for common law fraud, civil liability for procuring false or fraudulent  
 7 trademark registrations under 15 U.S.C. § 1120 of the Lanham Act, and violation of  
 8 Washington’s Consumer Protection Act. *Id.* ¶¶ 161-168, 179-189, 205-210.

### 9           III. ARGUMENT

10           Federal Rule of Civil Procedure 4(l)(2)(A) provides that service upon a foreign defendant  
 11 may be executed “as provided in the applicable treaty or convention.” Amazon’s investigation  
 12 has determined that Morton resides at an address in Tokyo, Japan. Japan, like the United States,  
 13 is a signatory to the Hague Service Convention. *See*  
 14 <https://www.hcch.net/en/states/authorities/details3/?aid=261> (last accessed November 22, 2024).  
 15 Because Japan has objected to service via postal channels under the Hague Service Convention,  
 16 the documents must be served on Japan’s Central Authority pursuant to Article 5 of the Hague  
 17 Service Convention. *Id.*; Fed. Rule Civ. Pro. 4(f)(1); *Brockmeyer v. May*, 383 F.3d 798, 804 (9th  
 18 Cir. 2004) (“The Hague Convention affirmatively authorizes service of process through the  
 19 Central Authority of a receiving state. Rule 4(f)(1), by incorporating the Convention, in turn  
 20 affirmatively authorizes use of a Central Authority.”). Japan’s Central Authority is Japan’s  
 21 Ministry of Foreign Affairs. *See* <https://www.hcch.net/en/states/authorities/details3/?aid=261>.

22           The Hague Service Convention states that “[t]he authority or judicial officer competent  
 23 under the law of the State in which the documents originate shall forward to the Central  
 24 Authority of the State addressed a request” for international service. Hague Service Convention,  
 25 Art. 3. Pursuant to the Hague Service Convention, a party may move a court to appoint an  
 26 international process server in order to serve a party outside the United States. *See Wright v. Old*  
 27 *Gringo Inc.*, 2018 WL 3707260, at \*1 (S.D. Cal. Aug. 3, 2018). Moreover, Japan’s Central

1 Authority will only accept a request for service under the Hague Service Convention if it is  
 2 signed (1) by the forum court, or an officer of the forum court; or (2) by an individual other than  
 3 the forum court or an officer of the forum court, if the individual has been given authority by the  
 4 forum court as a competent officer of the court for the purpose of requesting service in  
 5 accordance with the Hague Service Convention. *See Declaration of Celeste Ingalls (“Ingalls*  
 6 *Decl.”) ¶¶ 8-9.*

7 Amazon is seeking the appointment of Celeste Ingalls as an international process server  
 8 to request service on Morton through Japan’s Central Authority pursuant to the Hague Service  
 9 Convention. Ms. Ingalls has extensive experience with serving process on individuals via the  
 10 Hague Service Convention, and courts frequently appoint her to assist with the execution of such  
 11 service. *See Ingalls Decl. ¶¶ 4-7; see, e.g., Metro Equip. & Rental Co. v. Tsurumi Mfg. Co., et.*  
 12 *al., No. PE:21-CV-30-DC-DF, Dkt. 6 at \*1 (W.D. Tex. June 2, 2021) (appointing Ms. Ingalls as*  
 13 *an officer of the court to execute service in Japan), Ingalls Decl. ¶ 11 and Ex. A; Wright, 2018*  
 14 *WL 3707260 (appointing Ms. Ingalls as an officer of the court to execute service in Mexico);*  
 15 *Twitch Interactive, Inc. v. Fishwoodco GmbH, 2022 WL 2317442 (N.D. Cal. June 28, 2022)*  
 16 *(appointing Ms. Ingalls as an officer of the court to execute service in Germany); UMG*  
 17 *Recordings, Inc. v. PMD Tech. UG, 2016 WL 11002377 (C.D. Cal. Oct. 27, 2016) (same).*

18 If the Court issues the requested order appointing Ms. Ingalls as an international process  
 19 server for service of the Summons and FAC on Morton, Ms. Ingalls will forward to the Central  
 20 Authority in Japan the order, the Summons, Civil Cover Sheet, FAC, and Japanese translations  
 21 thereof, to be served upon Morton in accordance with the Hague Service Convention. Ingalls  
 22 Decl., ¶ 10.

#### 23 IV. CONCLUSION

24 For these reasons, Amazon requests that the Court appoint Ms. Ingalls as a competent  
 25 officer of the Court for the purpose of executing service via Japan’s Central Authority in  
 26 accordance with the Hague Service Convention.  
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1 DATED this 5<sup>th</sup> day of December, 2024.  
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4 *I certify that this memorandum contains 1.148 words, in compliance with the Local Civil  
5 Rules.*

6  
7 DAVIS WRIGHT TREMAINE LLP  
8 Attorneys for Plaintiffs  
9  
10

11 *s/ Scott Commerson*  
12 \_\_\_\_\_  
13 Scott Commerson, WSBA #58085  
14 865 South Figueroa Street, Suite 2400  
15 Los Angeles, CA 90017-2566  
16 Tel: (213) 633-6800  
17 Fax: (213) 633-6899  
18 Email: scottcommerson@dwt.com  
19  
20  
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22  
23  
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